NOTICE & INVITATION FOR BIDS TOWN OF GILBERT

Services: Street Renovation – Microseal

Solicitation Number: 2014-4106-0368

Bid Opening: July 14, 2014 at 4:00 PM MST (local AZ time)

Location: Town Clerk's Office, 50 East Civic Center Drive, Gilbert, AZ 85296

Staff Contact / telephone number: Jason Harris / 480-503-6903

Contract Documents available at: Bid documents may be downloaded from www.gilbertaz.gov/rfp

Sealed proposals will be received by the Town of Gilbert Clerk's Office, Municipal Center, 50 East Civic Center Drive, Gilbert, Arizona 85296 until the time and date cited above.

Proposals must be submitted in a sealed envelope clearly marked on the outside with the name of the services and the solicitation number. Any proposal received after the time specified will be returned unopened. It is the Offeror's responsibility to assure proposals are received at the above location on or before the specified time.

Bids will be publicly read aloud immediately after the time for receiving bids. Only the Offerors' names will be read aloud, and the determination of the lowest, responsive, and responsible bid will be made after further Gilbert review.

Services Sought: Street Renovation - Microseal

<u>Bid Requirement:</u> Each bid will be in accordance with the bid requirements, set forth in the Invitation for Bids. Any bid which does not conform in all material respects to the Invitation for Bids may be considered non-responsive.

<u>Right to Reject Bids</u>: Gilbert reserves the right to reject any or all bids, waive any informality in a bid or to withhold the Award for any reason Gilbert determines.

Equal Opportunity: Gilbert is an equal opportunity employer. Minority and women's business enterprises are encouraged to submit bids on this solicitation.

| Issue Date: 6/21/2014 | TOWN OF GILBERT, ARIZONA |
|------------------------|--------------------------|
| Publications Date(s) | |
| 6/21, 6/22, 6/23, 6/24 | , Town Clerk |

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Services IFB Form No. 1.3.4 Revised August 2, 2013

IMPORTANT OFFEROR'S CHECK LIST

| [] | 1. | Attachments 1, 2, and 3 are signed and included in the Bid. (Bids not signed in this section may not be considered.) |
|----|-----|--|
| [] | 2. | References are enclosed as Attachment 4. |
| [] | 3. | The bid prices offered have been reviewed. |
| [] | 4. | Any required descriptive literature or other information have been included. |
| [] | 5. | The delivery/shipment information has been included, if applicable. |
| [] | 6. | Any addenda have been included/noted in Offer Section. (See Attachment 1) |
| [] | 7. | The mailing envelope/package has been addressed to: |
| | | Town Clerk's Office 50 East Civic Center Drive Gilbert, Arizona 85296 |
| [] | 8. | Bid Package/Envelope has been identified with solicitation number and title. |
| [] | 9. | Attachments 1, 2, 3, and 4, Exhibit A (Pricing), and Exhibit B (Subcontractors) have been completed and enclosed. Attachment 5 is for reference only and is not to be submitted. |
| [] | 10. | The bid is submitted and stamped in by Clerk's Office representative no later than specified time on designated date. (Otherwise the bid cannot be considered.) |
| [] | 11. | Bid Bond included. |

BID DOCUMENTS FOR: Solicitation No. 2014-4106-0368, Street Renovation - Microseal FOR THE TOWN OF GILBERT, ARIZONA

Gilbert intends to purchase services in compliance with these specifications.

INSTRUCTIONS TO OFFERORS

- 1.0 <u>Bid Opening Date and Location:</u> **4:00 PM MST (local AZ time), July 14, 2014** Bids will be received in the office of the Town Clerk, Municipal Center, 50 East Civic Center Drive, Gilbert, Arizona 85296, until date/time shown above, at which time the names of the offerors will be publicly read. Bid prices will not be read. Late bids will not be considered.
- 1.1 Questions Due: 1:00 PM MST (local AZ time), July 7, 2014
 Requests for additional information relating to this solicitation should be emailed to:
 Jason Harris, jason.harris@gilbertaz.gov
- 1.2 <u>Bid Documents Available:</u> Documents may be downloaded from <u>www.gilbertaz.gov/rfp</u>. The Bid Documents consist of four parts: I. Instructions to Offerors, II. General Conditions, III. Specifications and Design Standards, and IV. Offeror's Bid (form).
- 1.3 <u>Incorporation of Bid Documents:</u> All of the Bid Documents apply to and become a part of the terms and conditions of the Bidder's bid.
- 1.4 <u>Bidder's Bid Form:</u> Bids must be submitted only on the Bidder's bid form. All bids must be submitted in a sealed envelope clearly marked "**Solicitation #2014-4106-0368: Street Renovation Microseal**"
- 1.5 <u>Pre-Proposal Conference:</u> None.
- 1.6 <u>Gilbert's Right to Reject Bids:</u> The Town of Gilbert reserves the right to reject any and all bids and to waive technicalities in the bidding.
- 1.7 <u>Late Bids</u>: Late submittals and/or unsigned Bids will not be considered under any circumstances. Envelopes containing Bids with insufficient postage will not be accepted by the Gilbert. It is the sole responsibility of the Bidder to see that his/her Bid is delivered and received by the proper time and at the proper place.
- 1.8 <u>Bid Amendment or Withdrawal</u>: A Bid may be withdrawn anytime before the Bid due date and time. A Bid may not be amended or withdrawn after the Bid due date and time except as otherwise provided by applicable law.
- 1.9 <u>Public Record</u>: All Bids submitted in response to this solicitation and all evaluation related records shall become property of Gilbert and shall become a matter of public record for review, subsequent to bid opening. Request for nondisclosure of data such as trade secrets and other proprietary data, must be made known in writing to Gilbert in Bids submitted,

and the information sought to be protected clearly marked as proprietary. Gilbert will not insure confidentiality of any portion of the bid that are submitted in the event that a public record request is made. Gilbert will provide 48 hours notice before releasing materials identified by the bid as confidential or proprietary in order for the bid to apply for a court order blocking the release of the information.

- 1.10 <u>Persons with Disabilities</u>: Persons with a disability may request a reasonable accommodation, such as a sign language interpreter, by contacting the Clerk's Office. Requests shall be made as early as possible to allow time to arrange the accommodation.
- 1.11 Bid Acceptance Period: All bids shall remain open for ninety (90) days after the day of the opening of bids, but Gilbert may, at its sole discretion, release any bid and return the bid security (as applicable) prior to that date. No Bidder may withdraw his Bid during this period without written permission from Gilbert. Should any bidder refuse to enter into a contract, under the terms and conditions of the procurement, Gilbert may retain the security (as applicable), not as a penalty, but as liquidated damages.
- Addendum: This Invitation for Bids may only be modified by a written Addendum. Potential Bidders are responsible for obtaining all addenda. See Section 1.13.
- 1.13 Offeror Registration: Offerors shall register via the on-line Vendor Registration system ProcureAZ at www.https://procure.az.gov, in order to automatically receive notification of addenda to this Solicitation or notice of other solicitation opportunities. A Offeror who is not registered with ProcureAZ must email the Gilbert representative shown above to make other arrangements to receive notice of addenda to this solicitation. All addenda will be posted on the Gilbert website at www.gilbertaz.gov/rfp.
- 1.14 Bid Bond: Each bid will be submitted on the Bid Form(s) included in the Contract Documents and will be accompanied by a certified check, cashier's check, or bid bond for **ten** (10%) percent of the amount of the bid, made payable to the Town of Gilbert.

1.15 General Evaluation Standards:

- 1.15.1 In General. Gilbert seeks to obtain the services described in the Scope of Work and will award a contract to the lowest most responsive and responsible bidder. Gilbert wishes to obtain the most reliable and productive services. Gilbert will be the sole judge of whether the services offered are acceptable. Bids from individuals who have provided inadequate services to municipalities in the past, or bids offering services proven unsatisfactory in Gilbert's sole judgment may be rejected and not considered
- 1.15.2 Clarifications. Gilbert reserves the right to obtain Bidder clarifications where necessary to arrive at full and complete understanding of Bidder's product, service, and/or solicitation response. Clarification means a communication with a Bidder for the sole purpose of eliminating ambiguities in the Bid and does not give Bidder an opportunity to revise or modify its bid.

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1.15.3 <u>Waiver and Rejection Rights.</u> Gilbert reserves the right to reject any or all Bids or to cancel the solicitation altogether, to waive any informality or irregularity in any Bid received, and to be the sole judge of the merits of the respective Bids received.

1.16 <u>Bid Preparation</u>:

- 1.16.1 Format. Bidders shall submit their Bid with an original and one (1) copy and shall be submitted either on the forms provided in this Solicitation or their substantial equivalent. Any substitute document must be legible and contain the same information requested on the forms.
- 1.16.2 <u>No Facsimile or Electronic Mail Bids.</u> Bids may not be submitted in facsimile or electronically. A facsimile or electronic mail Bid shall be rejected.
- 1.16.3 <u>Typed or Ink Corrections</u>. The Bid shall be typed or in ink. Erasures, interlineations or other modifications in the Bid shall be initialed in ink by the person signing the Bid.
- 1.16.4 <u>No Modifications.</u> Modifications shall not be permitted after Bids have been opened except as otherwise provided under applicable law.
 - 1.16.5 <u>Content</u>. The Bid shall contain all of the following information:

Brief Description of the Bidder's Firm

- A. Office location
- B. Length of time in business
- C. Total number of employees and number of local employees
- D. Names of principals, their disciplines, and Arizona registration.
- E. Services provided by the firm
- F. Experience in providing similar services within the last 10 years
- G. Three (3) references, see Attachment 4

Subcontractors:

Please list any firms that will act as subcontractors to your firm. Provide information regarding prior projects on which subcontractors have worked with your firm, see Exhibit B.

Other information required to be supplied with Bid:

- 1.16.6 <u>Solicitation Addendum Acknowledgement</u>. Each Solicitation Addendum shall be acknowledged in the Bid Section, which shall be submitted together with the Bid on the Bid due date and time. Failure to note a Solicitation Addendum may result in rejection of the Bid.
 - 1.16.7 Evidence of Intent to be Bound. The Bid form within the Solicitation shall be

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submitted with the Bid and shall include a signature by a person authorized to sign the Bid. The signature shall signify the Bidder's intent to be bound by its Bid and the terms of the Solicitation and that the information provided is true, accurate and complete. Failure to submit verifiable evidence of intent to be bound, such as an original signature, shall result in rejection of the Bid.

1.16.8 Non-Collusion and Non-Discrimination. By signing and submitting the Bid, the Bidder certifies that: he Bidder did not engage in collusion or other anti-competitive practices in connection with the preparation or submission of its Bid; and The Bidder does not discriminate against any employee or applicant for employment or person to whom it provides services because of race, color, religion, age, sex, national origin, or disability, and that it complies with all applicable Federal, state and local laws and executive orders regarding employment.

1.17 <u>Inquiries</u>

- 1.17.1 <u>Duty to Examine</u>. It is the responsibility of each Bidder to examine the entire Solicitation, seek clarification (inquiries), and examine its Bid for accuracy before submitting the Bid. Lack of care in preparing a Bid shall not be grounds for modifying or withdrawing the Bid after the Bid due date and time, nor shall it give rise to any Contract claim.
- 1.17.2 <u>Contact Person</u>. Any inquiry related to a Solicitation, including any requests for or inquiries regarding standards referenced in the Solicitation should be directed solely to the Contact person listed on the cover page of the solicitation. The Bidder shall not contact or direct inquiries concerning this Solicitation to any other Gilbert employee unless the Solicitation specifically identifies a person other than the Contact Person as a contact.
- 1.17.3 <u>Submission of Inquiries</u>. All inquiries except those at the Pre-Bid Conference shall be submitted in writing and shall refer to the appropriate Solicitation number, page and paragraph. Do not place the Solicitation number on the outside of the envelope containing that inquiry, since it may then be identified as an Bid and not be opened until after the Bid due date and time. Gilbert shall consider the relevancy of the inquiry but is not required to respond in writing.
- 1.17.4 <u>Timeliness</u>. Any inquiry or exception to the solicitation shall be submitted as soon as possible and should be submitted at least ten (10) days before the Bid due date and time for review and determination by Gilbert. Failure to do so may result in the inquiry not being considered for a Solicitation Addendum.
- 1.17.5 <u>No Right to Rely on Verbal Responses</u>. A Bidder shall not rely on verbal responses to inquiries. A verbal reply to an inquiry does not constitute a modification of the Solicitation.

II. GENERAL CONDITIONS

2.1 <u>Contract Term; Renewal</u>. If funds for this Contract are not appropriated or budgeted by July 1, 2014, Gilbert may terminate this contract by giving written notice to Contractor. Otherwise, the Contract commences upon execution of the Contract and continues through June 30, 2015. The Contract may be renewed for up to four (4) additional one-year terms upon

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Form No. 1.3.1.1 Revised: August 22, 2013 mutual agreement of the parties. The Contract may be renewed upon written approval of Gilbert's Purchasing Officer if: (1) the renewal Contract amount does not exceed \$100,000; or (2) the original prices remain in effect during the renewal term. If at least 60 days prior to the end of the original term the Contractor requests a price adjustment, Contractor shall submit evidence of increased costs to the Contractor. Any price adjustment shall be in the sole discretion of Gilbert and shall not exceed the amount of increased cost to the Contractor. Price adjustment requests shall be a factor in the Contract extension review process. A price adjustment less than 3% of the original contract price may be approved by the Purchasing Officer. The Gilbert Council must approve renewal in all other cases. Any renewal shall be in writing and shall expressly state the prices for the services during the renewal term. Any renewal shall be contingent on funds being appropriated or budgeted for the renewal term.

2.2 Bonds:

2.2.1 <u>Bonds Required.</u> Concurrently with the execution of the Contract, the Contractor shall furnish Gilbert the following Bonds, which shall become binding upon the award of the Contract to the Contractor:

A Performance Bond in an amount equal to <u>fifty (50%)</u> percent of the Contract amount conditioned upon the faithful performance of the Contract in accordance with Plans, Specifications and conditions thereof. Such Bond shall be solely for the protection of Gilbert.

A Payment Bond in an amount equal to <u>fifty (50%)</u> percent of the Contract amount solely for the protection of the claimants supplying labor or materials to the Contractor or his subcontractors in the prosecution of the Work provided for in such Contract.

- 2.2.2 Form. Bond forms to be executed are included with the Contract Documents. Each such Bond shall include a provision allowing the prevailing party in a suit on such Bond to recover as a part of this judgment such reasonable attorney's fees as may be fixed by a judge of the court. Each such bond shall be executed by a surety company or companies holding a certificate of authority to transact surety business in the State of Arizona issued by the Director of the Department of Insurance pursuant to Title 20, Chapter 2, Article 1 of the Arizona Revised Statutes and any amendments thereto. The Bonds shall be made payable and acceptable to Gilbert. The Bonds shall be written or countersigned by an authorized representative of the surety who is either a resident of the State of Arizona or whose principal office is maintained in this State and the Bonds shall have attached thereto a certified copy of the Power of Attorney of the signing official.
- 2.2.3 <u>Contingent Award.</u> Submittal of the required bonds as set forth in this paragraph is a condition precedent to this contract becoming effective.
- 2.3 <u>Cooperative Use of Contract:</u> Gilbert has entered into various cooperative purchasing agreements with other Arizona government agencies, including the Strategic Alliance for Volume Expenditures (SAVE) cooperative. Any contract may be extended for use by other municipalities, school districts and government agencies in the State of Arizona with the approval of the Contractor. Any such usage by other entities must be in accordance with the

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statutes, codes, ordinances, charter and/or procurement rules and regulations of the respective government agency. Orders placed by other agencies and payment thereof will be the sole responsibility of that agency. Gilbert shall not be responsible for any disputes arising out of transactions made by others.

2.4 Protests: Pursuant to the Municipal Code Section 2-365, a bidder may protest a solicitation or a contract award by filing a protest in writing with the purchasing officer not less than 72 hours before the closing date and time of the solicitation, or within 72 hours after issuance of a notice of apparent low responsive and responsible bidder, or a notice of intent to award. The protest shall include the following information: (1) the name, address and telephone number of the protester; (2) the signature of the protester or its authorized representative; (3) a detailed statement of the legal and factual grounds of the protest, including copies of relevant documents.

III. SPECIFIC SCOPE OF WORK

3.1 **DESCRIPTION**

3.1.1 The intent of this section is to specify the design, testing methods, and quality control procedures for the application of a "quick traffic solid/polymer microsurface." As part of any micro seal project, the contractor shall provide all traffic control, compliant with the most recent edition of the (MUTCD) Manual on Uniform Traffic Control Devices.

This specification covers the materials, equipment and construction procedures for rut filling and/or resurfacing of existing paved surfaces. The microsurface shall be a mixture of cationic polymer modified asphalt emulsion, mineral aggregates, mineral filler, water and other additives, properly proportioned, mixed and spread on the pavement surface in accordance with this guideline and as directed by the Street Superintendent.

The Contractor shall supply all the necessary materials, labor, traffic control and equipment to do the necessary micro seal work as described herein. However, there may be occasions when the Town will elect to have the Contractor provide additional materials, labor and/or equipment. These areas of additional work may include restoring pavement markings covered by the micro seals. Additional work will be identified, cost estimated and authorized in writing by the Town of Gilbert prior to the start of the additional work.

The materials furnished and installed along with all other work performed under this contract shall conform to all the applicable ADOT, state, federal and local requirements. This includes the following: Manual on Uniform Traffic Control Devices (MUTCD) and ADOT's supplement to this document; ADOT Standard Specifications for Road and Bridge Construction, current editions plus all applicable Stored Specifications; ADOT Standard Drawings for Signing and Marking current editions; and any documents referenced directly in the specifications.

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The work to be done under this contract will be defined on a project by project basis. Town of Gilbert makes no guarantee regarding the use or nonuse of this contract or any portion herein.

3.2 APPLICABLE SPECIFICATIONS

The following agencies specifications and test methods are applicable to the construction of microsurfaces and may be used as appropriate.

| AASHTO | American Association of State Highway and Transportation Officials |
|--------|--|
| ASTM | American Society for Testing and Materials |
| ISSA | International Slurry Seal Association |
| ADOT | Arizona Department of Transportation |

3.3 SUPPLY OF MATERIALS

The Contractor shall supply all materials necessary for the performance of the work in accordance with the specifications.

The Contractor shall be responsible for the safety and insurance of all materials of which he has taken delivery, until the work is completed and accepted by the Town, and shall take all necessary precautions to avoid loss by fire or theft or damage by water and shall bear the cost of replacing any such material that is lost, split, destroyed or damaged after delivery is effected.

3.4 MATERIALS:

Materials shall be approved by the Street Superintendent prior to the start of construction. Certificates of Compliance will accompany each delivery of emulsion.

3.4.1 ASPHALT EMULSION

The polymerized Cationic Emulsion is herein classified as CSS-IH, quick setting, cationic type emulsion for mixing applications and seal coat. A minimum of four percent (4%) of saturated polymer shall be high sheered into the asphalt prior to the emulsion specification process. The Agency may choose to sample the polymerized asphalt for testing. The amount of polymer will be based on weight of polymer and asphalt (total wt.) and be certified by supplier. **The polymerized emulsion will meet the following specifications.**

| | TEST | AASHTO TEST METHOD | SPECIFICATIONS LIMITS |
|---------------------|------|--------------------|-----------------------|
| Tests of Emulsion | | | |
| Viscosity, SSF | | T-59 | 15-100 |
| @ 77;F, sec. | | | |
| Sieve Test, % | | T-59 | 0.10 Max |
| Particle Charge | | T-59 | Positive |
| Storage Stability * | | T-59 | 0.1 Max |
| Test, 24 h, % | | | |

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| Evaporation Residue, % | Ariz 512 | 60 Min |
|----------------------------------|----------|---------|
| Tests Doration Residue | Ariz 504 | |
| Kinematic Viscosity 275;F, cs | T-201 | 650 Min |
| Penetration, 77; F | T-49 | 40-90 |
| 100 g, 5 sec. | | |
| Softening Point degrees F | T-53 | 140 Min |
| Ductility, 77;F 5 cm/Min | T-51 | 60 Min |
| Tests Evaporation Residue after | | |
| RTFO | | |
| | | |
| Kinematic Viscosity | T-20 1 | 2.5 Max |
| 275 degrees F, aging ration, cst | | |
| Softening Point | | |
| degrees F. | T-53 | 140 Min |
| | | |

^{*}The emulsion, upon standing undisturbed for a period of twenty-four (24) hours, shall show no white, milky colored substance on its surface, but shall be a homogeneous brown color throughout.

3.4.2 MODIFIER TYPE AND CONTENT

The modifier shall be saturated. The asphalt cement shall contain a minimum of four percent (4%) solid polymer by weight of asphalt residue, sheared into the asphalt prior to emulsification.

3.4.3 AGGREGATE

The mineral aggregate shall consist of sound, durable crushed stone or crushed gravel and approved mineral filler. The materials shall be free from vegetable matter and other deleterious substances. Aggregates shall be one hundred percent (100%) crushed with no rounded particles. No natural sand will be allowed. The percentage composition by weight of the aggregate shall conform to the following:

PERCENT PASSING

| SIEVE SIZE | RUT FILLING | TYPE III | TYPE II |
|------------|-------------|----------|---------|
| | | | |
| 1/2 | 100 | 100 | 100 |
| 318 | 85-95 | 100 | 100 |
| No. 4 | 55-75 | 70-90 | 85-100 |
| No. 8 | 45-55 | 45-70 | 65-90 |
| No. 16 | 25-40 | 28-50 | 45-70 |
| No. 30 | 19-34 | 19-34 | 30-50 |
| No. 50 | 10-20 | 12-25 | 18-30 |
| No. 100 | 7-18 | 7-18 | 10-21 |
| No. 200 | 5-15 | 5-15 | 5-15 |
| | As required | 20-32 | 15-22 |

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Form No. 1.3.1.1 Revised: August 22, 2013 Type II or Type III products shall be 30-35 pounds per square yard.

The mineral aggregate and mineral filler shall have sand equivalency value not less than

fifty (50) (ASTM D 2419) and be non-plastic.

If more than one kind of aggregate is used, the correct amount of each kind of aggregate to produce the required grading shall be proportioned separately in a manner that will result in a

uniform and homogeneous blend. The final blended aggregate shall meet requirements for

grading, sand equivalency and plasticity per above.

3.4.4 MINERAL FILLER

Mineral filler, required by the mix design, shall be any recognized brand of non-air entrained Type I normal Portland cement that is free of lumps and clods, with a minimum of

eighty-five percent (85%) passing the #200 sieve added by weight of aggregate as specified by

the mix design.

3.4.5 WATER

The water is to be potable water free from any injurious impurities. The contractor shall

state the source of water at the time of tendering.

3.4.6 ADDITIVES

Additives may be used to accelerate or retard the breaking point and set times of the

microsurface mix, or improve the resulting finished surface.

The use of additives in the microsurface mix shall be supplied in quantities

predetermined by the laboratory mix design.

3.4.7 PROPORTIONING

The microsurface mixture shall be proportioned in accordance with the mix design. Calibrated sign flow meters shall be provided to measure both the addition of water and additives

and shall be provided to measure both the addition of water and additives to the pugmill.

Emulsion and cement flow shall be tied directly to aggregate flow. All additive flows shall be calibrated.

The microsurface mixture shall be proportioned per the mix design to ensure:

a. Trafficability- with a relative humidity at not more than fifty percent (50%) and ambient air temperatures of at least 77 degrees F, the material will permit

uncontrolled traffic without damage to the surface within one (1) hour.

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- b. Prevent development of bleeding, raveling, separation or other distress for seven
 - (7) days after placing the microsurface.
- c. The finish mixture will be warranted against material defects for one (1) year; existing conditions excluded.

3.5 MIX DESIGN

The contractor shall provide a job mix formula from an approved laboratory and present certified test results for the Street Superintendent's approval. Compatibility of the aggregate and polymer modified asphalt emulsion shall be certified by the emulsion manufacturer. All the materials used in the job mix formula shall be representative of the materials proposed by the Contractor for use in the project.

All the products used in the construction procedures shall have certifications from the suppliers and shall be given to the Engineer upon delivery to the project.

Mix design and proportioning will be approved by the Street Superintendent prior to the start of the project.

3.6 SPECIFICATIONS:

3.6.1 SPECIFICATION LIMITS

The Street Superintendent shall approve the mix design prior to use. The specification limits are as follows:

| Residual Asphalt | 6% -11%.5 by dry weight of agg. | |
|------------------------|--------------------------------------|--|
| Mineral Filler | .1%-1% by dry weight of agg. | |
| Polymer Content/Type | 4% min. (see section 5.1.7) | |
| Additive | As required for mix properties | |
| Water | As required for mix properties | |
| Aggregate Grading | Type as specified meeting sec. 5.1.8 | |
| Consistency | 2.5 to 3.0 cm, ISSA TB-100 | |
| Traffic Time | (See section 1.18.2) | |
| Abrasion Loss | 75 g/sf max., ISSA TB-100 | |
| (Wet Track 6 day soak) | | |
| | | |
| Adhesion | 90% minimum ISSA TB-114 | |
| (Wet Stripping Test) | | |
| Loaded Wheel Sand | See section 5.1.21 | |
| Adhesion | | |

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3.6.2 MODIFIED COHESION TEST

Furnish laboratory test data showing mix design to be trafficable one (1) hour after application at 77 degrees F conforming to the following criteria in accordance with test methods described in ISSA TB-139.

Set Time Test: 15 minutes 12 kg-cm minimum

Early Rolling Traffic Time: 45 minutes 20 kg-cm minimum

3.6.3 LOADED WHEEL SAND ADHESION TEST

Furnish laboratory test data showing the mix design conforming to the following criteria in accordance with test methods described in ISSA TB-139.

| Vehicles/day | Maximum Sand Adhesion |
|-------------------|-----------------------|
| 0-30 | 70 g/ft |
| 250-1 500 | 60 g/ft |
| 1 500-3000 | 55 g/ft |
| greater than 3000 | 50 g/ft |

The laboratory shall further report their quantitative effects of moisture content in the unit weight of the aggregate (bulking effect). The report must clearly show the theoretical recommended proportion of aggregate, mineral filler (min. & max.), water (min. & max.), additive(s), and asphalt and how the proportions are based (dry aggregate weight, total mix. etc).

3.7 <u>TESTING THE MICROSURFACE</u>

Samples will be taken throughout the project for testing by the approved laboratory per ISSA TB101. Testing shall be at the expense of the contractor, for the following:

- (a) Asphalt content
- (b) Aggregate gradation

3.8 EQUIPMENT:

3.8.1 GENERAL

All equipment, tools and machines used in the performance of this work shall be maintained in satisfactory working condition at all times to ensure a high quality product.

3.9 <u>MIXING EQUIPMENT</u>

The mixing machine for residential streets shall be a self-propelled or truck mounted mixing machine which shall be able to accurately deliver and proportion the aggregate, mineral filler, water, additive, and polymer modified asphalt emulsion to a revolving multi-blade mixer capable of minimum speeds of 200 RPM and discharge the product on a continual flow basis.

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To ensure efficiency of application and aesthetics of the finished product, a self-loading, continuous run only mixing machine shall be used to apply the product to arterial and collector streets. The machine shall have sufficient storage capacity for aggregate, polymer modified asphalt emulsion, mineral filler, water, and additive to maintain an adequate supply to the proportioning controls.

3.10 MATERIAL CONTROL:

3.10.1 CALIBRATION

Each mixing unit to be used in the performance of the work shall be calibrated prior to construction. Calibration data, if done within the calendar year, using the same material, may be used, providing a verification of the aggregate feed agrees.

Individual volume or weight controls for proportioning each material to be added to the mix shall be provided and shall be accessible by the Engineer. Each material control device shall be calibrated prior to work and documented, for inspection by the Engineer.

3.10.2 AGGREGATE FEED

The aggregate feed to the mixer shall be equipped with a revolution counter or similar device so the amount of aggregate used may be determined at any time.

3.10.3 EMULSION PUMP

The emulsion pump shall be the positive displacement type with a jacketed housing for uniform heating. A revolution counter or similar device shall be fitted so that the amount of emulsion used may be determined at any time.

3.10.4 FINES FEEDER

An approved fines feeder that will provide a uniform, positive, accurately metered range of zero to one percent (0-1%) by dry aggregate weight. The fines feeder has to have a counter so the amount of mineral filler can be determined at any time.

3.10.5 LIQUID ADDITIVE

The mixing machine shall be equipped with a liquid additive system that provides a predetermined amount of additive to the mixing chamber. This additive system must be equipped with a counter that can determine the amount used at any time.

3.10.6 WATER SYSTEM

The mixing machine shall be equipped with a water system that provides a predetermined amount of water to the mixing chamber. This water system must be equipped with a counter that can determine the amount used at any time.

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3.10.7 SPRAY BARS

The mixing machine shall be equipped with a water pressure system that provides a water spray immediately ahead of and outside the spreader box.

3.11 SPREAD EQUIPMENT

The paving mixture shall be spread uniformly by means of mechanical type laydown box attached to the mixer, equipped with agitation to spread the materials throughout the box without any dead zones.

These paddles shall be designed and operated so all the fresh mix will be agitated. Flexible seals, front and rear, shall be in contact with the road surface to prevent loss of mixture from the box. The spreader box shall be equipped with hydraulic cylinders for controlling the thickness of the spread mixture.

The rut filling spreader box shall have six to eight foot (6'-8') skids to provide for leveling and filling uneven depressed areas. The rut filling spreader box will require two (2) adjustable steel strike-off plates. The rear flexible seal shall act as a final strike-off and shall be adjustable. The steel strike-offs shall be controlled by hydraulic cylinders placed at the rear of the spreader box.

The spreading equipment shall be maintained free from buildup of the mixture on the paddles or side walls. Any skips, lumps, or tears in the finished product will not be allowed.

3.12 SURFACE PREPARATION:

3.12.1. GENERAL

No more than eight (8) hours prior to applying micro seal, the surface shall be cleaned of all loose material, silt spots, vegetation and material by the Contractor with a power broom or other similar equipment as approved by the Street Superintendent. If needed this cleaning will be supplemented by hand brooms or other miscellaneous tools. Once the cleaning has been completed, it shall be inspected by the Street Superintendent or his authorized representative before any application of the micro seal is started. Costs incurred by the requirements of this section shall be non-pay items. No additional payment shall be made for material, labor or equipment needed to meet the surface preparation requirements. Any re-cleaning required due to unsatisfactory initial cleaning or acts of nature shall be at no additional cost to the Town of Gilbert.

3.13 NOTIFICATION:

3.13.1 GENERAL

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The Contractor shall notify the property owners, tenants, post office, mass transit authorities, and any other parties which may be affected, in writing and distribute the notice at least forty-eight (48) hours prior to, and no earlier than seventy-two (72) hours prior to doing any work on or in front of any driveway or for any street restrictions that will affect access to their property. The Contractor shall provide copies to the Town of Gilbert Inspector for notification of Town of Gilbert departments, such as Sanitation, Police and Fire Departments. The notification shall be for the purpose of allowing the referenced parties to remove any vehicles, reschedule routes, etc., as required, prior to construction and should specify the length of time the driveway and/or street will be out of service. The notification shall include that parking will not be permitted during the affected times. Alternate access shall be provided as directed by the Town of Gilbert Inspector at no additional cost to the Town.

If there are any delays in the construction, property owners and other affected entities shall be notified of the delays and then re-notified of the new schedule. Re-notification shall also be done in writing and at least forty-eight (48) hours prior to, and no earlier than seventy-two (72) hours prior to doing any construction work in the notification area. All costs incurred for notification shall be provided at no additional cost to the Town.

The Contractor shall respond to all Customer/Citizen calls or complaints resulting directly or indirectly from this project within two (2) hours of receipt, and shall resolve any issue within forty-eight (48) hours. This shall be done at no additional cost to the Town.

The Contractor shall resolve all complaints regarding sealant tracking on driveways and vehicles. He is responsible for cleaning all driveways and vehicles to the satisfaction of the resident and the Town Inspector. This will be done at no additional cost to the Town of Gilbert.

3.14 <u>APPLICATION:</u>

3.14.1 GENERAL

The microsurface shall be of the desired consistency when deposited in the spreading box and nothing more shall be added to it. The mixing time shall be sufficient to produce a complete and uniform coating of the aggregate and the mixture shall be chuted into the moving spreader box at a sufficient rate to maintain an ample supply across the full width of the strike-off squeegee at all times.

3.14.2 WEATHER

The microsurfacing shall be placed when the temperature is at least forty-five (45) degrees F and rising and is not raining. The surface temperature shall be fifty (50) degrees F or higher when the mixture is applied. The mixture shall not be applied during unsuitable weather.

3.14.3 PROTECTION OF EXISTING SERVICES

The Contractor shall take all necessary precautions to prevent microsurface or other materials used on the work from entering or adhering to gratings, hydrants or valve boxes,

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manhole covers, bridge or culvert decks, and other fixtures. Immediately after surfacing the contractor shall clean off, protect and leave any such material, including grating and manholes, in a satisfactory condition.

Immediately before applying the bituminous material, the area shall be cleaned of dirt, loose material, and objectionable materials. The surfaces shall be cleaned with a self-propelled pick-up broom. When necessary, cleaning shall be supplemented by hand brooms. This also includes the removal of grass or weeds that are growing in the joint between the street and the concrete gutter.

The bituminous material shall not be applied until an inspection of the surface has been made by the Street Superintendent and he has determined that it is suitable.

3.14.4 FOGGING PAVEMENT

The surface shall be pre-wetted by fogging ahead of the spreader box. The rate should be adjusted as dictated by the pavement temperatures, surface texture, humidity and dryness of existing pavement.

3.14.5 MIX STABILITY

The modified mix shall possess sufficient stability so that premature breaking of material in the spreader box should not occur. The mixture shall be homogeneous during the following mixing and spreading, it shall be free of excess water or emulsion and free of segregation of the emulsion and aggregate fines from the courser aggregate.

3.14.6 APPLICATION RATE

The Town of Gilbert requires a minimum of 30 pounds of dry aggregate per square yard. The application rate, square yards per cubic yard of mix specified are average rates, the surface texture variation throughout the work will dictate the actual spreading rates. The strike-off squeegee shall be adjusted to provide microsurface thickness which will completely fill the surface voids and provide an additional thickness not exceeding one and one-half (1 ½) times the largest top-size stone. This requirement of one and one-half (1 ½) stone depth does not apply to rut filling operations as these depths vary greatly according to the surface irregularities.

3.14.7 **JOINTS**

No excessive buildup nor unsightly appearance shall be permitted on longitudinal or transverse joints. A maximum of 4.0" overlap will be permitted on longitudinal joints. The contractor shall provide suitable width spreading equipment to produce a minimum number of longitudinal joints throughout the work. Half passes and odd width passes will be used only in minimum amounts. If half passes are used, they cannot be the last pass of any paved area. Care shall be taken to ensure straight lines along curb and shoulders. No runoff on these areas will be permitted.

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3.14.8 HAND WORK

Approved hand squeegees shall be used to spread the mixture in areas inaccessible to the spreader box and other areas where hand spreading may be required.

3.15 SURFACE PROTECTION AND TRAFFIC CONTROL:

Vehicular access to residences and businesses will not be permitted across the micro seal until dry. It will be the Contractor's responsibility to control traffic and not allow traffic on or across micro seal until it is dry. Contractor is responsible for any damage that occurs due to failure by Contractor to control traffic.

Traffic control shall be done by the Contractor in accordance with the December 2009 PDF file edition of the (MUTCD) Manual on Uniform Traffic Control Devices, as directed by the Town Engineer. Traffic control plans shall be submitted to the Senior Traffic Technician for approval. (480) 503-6940

Construction shall not commence without an approved Traffic Control Plan on site.

During construction it may be necessary to alter traffic control. Alterations shall be in accordance with the aforementioned specifications and approved by Traffic Engineering Division. If cones are to be used for traffic delineation, they shall be twenty-eight inch (28") cones with heavy bases.

The Contractor will be responsible for centerline barricades until centerline stripes are placed by Town of Gilbert Streets Striping Crew. Contact person for this will be Demetrius Fernandez (480-503-6419).

The Contractor will place advanced warning signs at major intersections on streets to be sealed for both directions of travel. Signs will be placed at least seven (7) days prior to sealing of the signed sections.

3.15.1 UNIFORMED POLICE OFFICERS:

Payment for uniformed, off-duty, Town of Gilbert Law Enforcement Officers, will be based on approved time sheets, or invoices. The payment will be for all actual hours that the Contractor provided a uniformed, off-duty, Town of Gilbert Law Enforcement Officer for traffic control purposes at the request and with the approval of the Town. Expenses, eligible for reimbursement, are labor costs, supported by approved time sheets or invoices and documented expenses such as taxes or bond costs charged to Contractor in connection with the uniformed, off-duty, Town of Gilbert Law Enforcement Officer assignment. No additional mark-up for profit and/or fee for Contractor will be eligible for reimbursement.

3.16 MACHINE CALIBRATION AND VERIFICATION

Each mixing unit to be used, during the contract, shall be calibrated prior to construction and proven to the Street Superintendent or designee during the test strips. All mixing units to be

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used on the job shall be approved prior to the start of construction. Any cost associated with calibration shall be incidental to the project. Documentation shall include an individual calibration of each material device. No machine will be allowed to work on the project unless the calibration has been completed and accepted. The method used to calibrate the machines shall be submitted to the Street Superintendent or designee for approval prior to calibration. Verification is to be performed with test strips. This shall include pre and post weighing of the micro seal trucks. Re-calibration shall be required whenever counters or measuring devices are discovered to be in error. Any cost associated with re-calibration shall be incidental to the project and no additional time will be granted. Calibration sheets will be furnished to the Street Superintendent.

Test strips will be made by each machine prior to construction. Samples of the micro seal will be taken and tested as to mix consistency, proportioning, and application rate. Upon failure of any test, a retest shall be made at the contractor's expense. Any unit failing to pass the test will not be permitted to work on the project.

3.17 EQUIPMENT REPLACEMENT

Any equipment or piece of equipment that fails to produce the desired surface shall be repaired and/or replaced by the contractor at no cost to the buyer. The Street Superintendent or designee shall determine if the equipment and/or finished product are in compliance.

3.18 PROTECTION OF COVERS

All utility appurtenances and survey monuments, i.e. manholes, valves, etc. shall be covered prior to applying micro seal. A squeegee method will not be permitted. The contractor shall submit the method to be used to the Street Superintendent or designee for approval prior to work commencement. All utility appurtenances and survey monuments shall be marked outside the micro portion of the pavement with the offset and location prior to sealing.

3.19 SCHEDULE

Upon Gilbert's issuance of the Notice to Proceed, Contractor shall have 14 calendar days to submit a schedule for the work. Work shall commence within 10 calendar days after the schedule is approved. The Contractor shall provide three (3) schedules every Thursday for the following week's work. The schedule shall include, but not be limited to the following: A map indicating the streets to be resurfaced each day including limits, the sequence of streets for each day's work, and which side of the street to be resurfaced for each day's work.

3.20 STAGING AREA

Contractor may use the Gilbert north Public Work's yard at 900 E. Juniper Ave. in Gilbert as a staging area. Contractor shall be responsible for dust control and any necessary permits needed at its own expense.

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3.21 PAYMENT

Payment will be made for satisfactory performance of the work on a monthly basis within thirty (30) days after receipt of an itemized invoice from the Contractor, in the amounts specified in the bid, plus any amounts authorized by change order. Invoices shall not be submitted prior to completion of the work for that month. Invoices shall be submitted to the Pavement Maintenance Specialist.

The micro seal shall be paid by the square yard. The price per square yard to be paid to Contractor and as specified in the Bid Documents shall include full compensation for furnishing, mixing, and applying all materials; and for all labor, equipment, tools, design tests and incidentals necessary, including traffic control, to complete the job as specified herein.

3.22 CHANGES IN THE WORK

The Town may order extra work, alter or delete any portion of the work, as deemed necessary or desirable by the Town, without invalidating the contract and without notification of the sureties. All the work shall be executed under the conditions of the original contract and prices bid, except that any claim for extension of time shall be adjusted at the time of ordering such change or extra work.

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BIDDER'S BID

| 4.1 <u>Bidder's Bid:</u> For the bid opening, 20 for Street Renovation – Microseal services. |
|--|
| which use at services. |
| 4.2 <u>Covenant Clause:</u> It is expressly agreed by Bidder that these covenants are irrevocable and perpetual. |
| 4.3 <u>Conditions Accepted:</u> The undersigned Bidder declares that before preparing this bid, he or she has read the Bid Documents carefully, and that this bid is made with full knowledge of the kind, quality and quantity of services to be furnished by signing this bid. Bidder agrees to all conditions contained in the Bid Documents. |
| 4.4 <u>Bid Price:</u> See Exhibit A, Price Sheet. |
| 4.5 <u>Contract Acceptance:</u> Bidder proposes and agrees that if this bid is accepted, he or she will enter into a contract with Gilbert within ten (10) days after Gilbert's acceptance of this bid at the listed scheduled price. |
| 4.6 <u>Affidavit:</u> The following affidavit is submitted by the Bidder as part of this bid: |
| The State of Arizona) |
|) ss. Maricopa County) |
| |

The undersigned deponent, of lawful age, being duly sworn upon his oath, deposes and says:

That he/she has lawful authority to execute the within and foregoing bid; that he/she has executed the same by subscribing his/her name hereto under oath for and on behalf of said Bidder; that Bidder has not directly or indirectly entered into any agreement, express or implied, with any Bidder or Bidders, having for its object the controlling of the price or amount of such bid or bids, the limiting of the bids or the Bidders, the parceling out to any Bidder or any other person of any part of the contract or any part of the subject matter of the bid or bids or of the profits thereof, and that he/she has not and will not divulge the sealed bid to any other person whatsoever, except those having a partnership or financial interest with him and said Bidder, until after the sealed bid or bids are open.

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| That Bidder has received and reviewed all Addenda Nos for this Bid (Bidder's failure to list all Addenda numbers issued shall be grounds for the Bid). | |
|--|------------------------|
| | Name |
| | Title |
| SUBSCRIBED AND SWORN TO 20, by | BEFORE ME this day of, |
| My Commission Expires: | Notary Public |

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BID BOND

(Surety Bond)

KNOW ALL MEN BY THESE PRESENTS:

| | That we, | | , |
|--|---|--|---|
| (hereinafter "F | That we, | | , a |
| corporation du | aly organized under the laws of | of the State of | , duly licensed in and |
| holding a certi | ficate of authority to transact | surety business in the State | of Arizona issued by the |
| | e Department of Insurance pur | | |
| | Surety, are held and firmly bo | | |
| | ten percent (10%) of the amou | | |
| _ | o the Mayor and Council of G | | |
| | nich sum, well and truly to be | | |
| | heirs, executors, and adminis | | gns, jointly and severally, |
| firmly by thes | e presents, and in conformanc | e with A.R.S. § 34-201. | |
| | WHEREAS, the Principal is | herewith submitting its Bid | for |
| and give the B sufficient sure and material for Principal to en Principal pays specified in the another party to remains in full provisions of S | NOW, THEREFORE, if Gills enter into a Contract with Gills enter into a Contract with Gills enter into a Contract with Gills enter into the faithful performance turnished in the prosecution of a ter into the Contract and give to Gilbert the difference not to Bid and such larger amount to perform the Work covered I force and effect provided, he Section 34-201, Arizona Revisaccordance with the provision | lbert, in accordance with the rance as specified in the Species of the Contract and for the the Contract, or in the ever the Bonds and Certificates to exceed the penalty of the for which Gilbert may in growever, that this Bond is expected by the Bid, then this obligation were that this Bond is expected by the Bid, and all liabilities. | e terms of such proposal ecifications with good and e prompt payment of labor at of the failure of the of Insurance, if the bond between the amount ood faith Contract with tion is void. Otherwise it ecuted pursuant to the ies on this Bond shall be |
| the requiremen | This Surety Bond shall not bonts of A.R.S. Section 7-101 ar | | surety or sureties, even if |
| | Signed and sealed this | day of | |
| | | Principal | |
| | | rimcipai | |
| | | Title | |
| | | | |

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| Witness: | |
|----------|----------------------------|
| | Surety |
| Witness: | Title |
| | Address of Surety: |
| | |
| | * Attach Power of Attorney |

Supplies - On-Going Supplies Purchase IFB Form No. 1.3.1.1

AUTHORIZED SIGNATURE FORM

| Gilbert Contract Number: |
|---|
| Contractor Name: |
| WHEREAS, the Town of Gilbert requires that Contractor execute documents necessary for the prompt and efficient execution of the business related to the CONTRACT; NOW, THEREFORE, on behalf of the Contractor, I hereby declare that |
| (Name of Parties Authorized) |
| is/are authorized to execute and sign on behalf of said Contractor the following documents: |
| The CONTRACT The Bond Payrolls Claims CHANGE ORDERS All other papers necessary for the conduct of the corporation's affairs and the execution of the CONTRACT |
| The above-named person is granted the authority and duties herein referenced for the duration of the CONTRACT for this PROJECT or until express notice of revocation has been duly given in writing, whichever is the lesser period. In the event Contractor is governed by a Board of Directors, a copy of the Resolution of the Board granting authority to said person(s) is attached hereto, and I hereby verify that such Resolution remains in full force and effect. |
| Name |
| Title |
| (Seal of Corporation) |
| STATE OF) |
|) ss. County of) |

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| | I, | | of the |
|------------------------|------------------|--|--|
| corporation, the Board | do hereby certif | Ty that the above is a too of said corporation | of the rue and correct copy of a resolution adopted by a, at a meeting of said Board held on |
| | | | d that the same is in full force and effect at this |
| time. | | | |
| DATED | | | _, 20 |
| | | | |
| | | | (Officer of Corporation) |
| (Seal of Corp | poration) | | |
| STATE OF | |) | |
| County of | |) ss.) | |
| | This instrum | ent was acknowledg | ged before me this day of, |
| appearing be | efore the unders | igned Notary Public, | and stated that he executed such instrument on sideration therein expressed. |
| | | | |
| | | | Notary Public |
| My Commis | sion Expires: | | |
| | | | |

AUTHORIZATION FOR RELEASE OF PERFORMANCE INFORMATION

| I,, the undersigned, on behalf of |
|--|
| (this company), do hereby consent and authorize all those companies and government entities |
| listed in my Proposal and any other government entity for whom this company has performed |
| professional services, to disclose and release to the Town of Gilbert, or their representatives, |
| information, records and opinions concerning this company's professional services performance |
| The purpose of this disclosure is to provide references to the Town of Gilbert. |
| hereby waives any claim it may have against the Town of |
| Gilbert or any company or entity providing information to the Town of Gilbert by reason of any |
| information being disclosed or opinions provided regarding the actions or performance of this |
| company. |
| This authorization for disclosure of information is effective for six (6) months. |
| This consent or copy of this authorization shall be as valid and effective as the original. |
| |
| Dated: |
| |
| |
| By: |

Supplies - On-Going Supplies Purchase IFB Form No. 1.3.1.1

TOWN OF GILBERT, ARIZONA

REFERENCES

Provide names, addresses, and telephone numbers of entities for whom your organization has provided similar goods or services, preferably within the past five years. These references will be checked, so please make sure all information is accurate and current. Offerors may make multiple copies of this document if necessary.

| Entity: | |
|--------------------------------------|--|
| Address: | |
| Contact: | |
| Phone: | |
| Email: | |
| Service Date(s)/Contract Value (\$): | |
| Goods or Services provided: | |
| Entity: | |
| Address: | |
| Contact: | |
| Phone: | |
| Email: | |
| Service Date(s)/Contract Value (\$): | |
| Goods or Services provided: | |
| | |
| Entity: | |
| Address: | |
| Contact: | |
| Phone: | |
| Email: | |
| Service Date(s)/Contract Value (\$): | |
| Goods or Services provided: | |
| | |

Supplies - On-Going Supplies Purchase IFB Form No. 1.3.1.1

AGREEMENT FOR SERVICES Contract No. _____

| | THIS Agreement is entered into as of this day of, |
|--|---|
| | between Gilbert, Arizona, a municipal corporation, hereinafter referred to as the, hereinafter referred to as the "Contractor." |
| Contractor do | FOR THE PURPOSE of providingservices for Gilbert, Gilbert and hereby mutually agree to the following: |
| 1. | SERVICES AND RESPONSIBILITIES |
| - | Retention of the Contractor. In consideration of the mutual promises contained in t, Gilbert engages the Contractor to render services set forth herein, in accordance ms and conditions contained in this Agreement. |
| Agreement, in | Scope of Services. The Contractor shall do, perform and carry out in a d proper manner, as determined by Gilbert, the services set forth in this cluding all exhibits ("Services"). The specific scope of work is set forth in the Bid d Contractor's bid, which are attached hereto as Exhibit A . |
| 1.3 | Responsibility of the Contractor. |
| comply with a foregoing, suc with professio | Contractor hereby agrees that the documents and reports prepared by Contractor purposes of the Contract, shall meet all applicable code requirements and shall pplicable laws and regulations. In addition, and not as a limitation on the h documents and reports prepared by Contractor shall be prepared in accordance nal Consulting standards, as applicable. Any review or approval of said I reports does not diminish these requirements. |
| | Contractor shall tour the Services site and become familiar with existing cluding utilities, prior to commencing the Services and notify Gilbert of any ociated with the Services site. |
| 1.3.3 insurance cove | Contractor shall procure and maintain during the course of this Agreement erage required by Paragraph 4 of this Agreement. |
| Exhibit B. "K and signature or regarding the S | Contractor shall designate as Contractor Representative inications shall be directed to him. Key Contractor Personnel are set forth in ey Personnel" includes the Contractor employee who will place his license number on key documents and those employees who have significant responsibilities Services and Contract.] Prior to changing such designation Contractor shall first roval of Gilbert. |

- 1.3.5 Contractor's subcontracts are set forth in Exhibit B attached hereto and made a part hereof. Any modification to the list of Subcontractors on Exhibit B, either by adding, deleting or changing subcontractors, shall require the written consent of Gilbert.
- 1.3.6 Contractor shall obtain its own legal, insurance and financial advice regarding Contractor's legal, insurance and financial obligations under this Agreement.
- 1.3.7 Contractor shall coordinate its activities with Gilbert's representative and submit its reports to Gilbert's representative.
- 1.3.8 Contractor shall provide, pay for and insure under the requisite laws and regulations all labor, materials, equipment, and transportation, and other facilities and services necessary for the proper execution and completion of the Services. Contractor shall provide and pay for and insure for all equipment necessary for the Services.
- 1.3.9 Contractor shall obtain and pay for all business registrations, licenses, permits, governmental inspections and governmental fees necessary and customarily required for the proper execution and completion of Services. Contractor shall pay all applicable taxes. Contractor shall give all notices and comply with all laws, ordinances, rules, regulations and lawful orders of any public authority bearing on the performance of the Services.
- 1.4 <u>Responsibility of Gilbert.</u>
- 1.4.1 Gilbert shall cooperate with the Contractor by placing at his disposal all available information concerning the Services.
- 1.4.2 Gilbert designates <u>Kory Parker</u> as its Contract Representative. All communications to Gilbert shall be through its Contract Representative.
- Contract Term; Renewal. If funds for this Contract are not appropriated or 1.5 budgeted by July 1, 2014, Gilbert may terminate this contract by giving written notice to Contractor. Otherwise, the Contract commences upon execution of the Contract and continues through June 30, 2015. The Contract may be renewed for up to four (4) additional one-year terms upon mutual agreement of the parties. The Contract may be renewed upon written approval of Gilbert's Purchasing Officer if: (1) the renewal Contract amount does not exceed \$100,000; or (2) the original prices remain in effect during the renewal term. If at least 60 days prior to the end of the original term the Contractor requests a price adjustment, Contractor shall submit evidence of increased costs to the Contractor. Any price adjustment shall be in the sole discretion of Gilbert and shall not exceed the amount of increased cost to the Contractor. Price adjustment requests shall be a factor in the Contract extension review process. A price adjustment less than 3% of the original contract price may be approved by the Purchasing Officer. The Gilbert Council must approve renewal in all other cases. Any renewal shall be in writing and shall expressly state the prices for the services during the renewal term. Any renewal shall be contingent on funds being appropriated or budgeted for the renewal term.

1.6 <u>Schedule of Services.</u> The Schedule of Services is set forth in **Exhibit C**. If this Contract is renewed, a new Schedule of Services shall be mutually agreed upon.

2. COMPENSATION AND METHOD OF PAYMENT

| 2.1 | Compensation. | All compensat | tion for complete | and satisfactory | completion of |
|-----------------|------------------|-------------------|-------------------|--------------------|------------------------|
| services render | red by Contracto | or, including its | subcontractor(s) | , shall be set for | th in Exhibit D |
| and shall not e | xceed \$ | | _• | | |

- 2.2 <u>Method of Payment.</u> Method of payment shall be set forth in **Exhibit D**. If payment is to be made monthly, Contractor shall prepare monthly invoices and progress reports which clearly indicate the progress to date and the amount of compensation due by virtue of that progress. All invoices shall be for services completed and accepted by Gilbert.
- 2.3 <u>Invoices</u>. Gilbert reserves the right to deduct up to ten percent (10%) from the invoiced amount for any invoice submitted more than sixty (60) days after the Services are completed. Invoices for the month of June shall be submitted on or before August 1st. Invoices submitted after the close out of the fiscal year (August 1st) may not be paid by Gilbert.
- 2.3 The Contractor shall provide to Gilbert its completed W-9 Form prior to receipt of any Compensation.
- 2.4 <u>Taxes.</u> Contractor will be responsible for and shall pay all sales, consumer, use, and other taxes. When equipment, materials or services generally taxable to the Contractor are eligible for a tax exemption, credit or deduction due to the nature of the item, at Contractor's request, Gilbert will assist Contractor in applying for and obtaining the same.

3. CHANGES TO THE SCOPE OF SERVICES

Change Orders. Gilbert may, at any time, and by written change order, make changes in the services to be performed under this Agreement. A form of change order is attached hereto as **Exhibit E**. If such changes cause an increase or decrease in the Contractor's cost or time required for performance of any services under this Agreement, an equitable adjustment shall be made and the Agreement shall be modified in writing accordingly. Any claim of the Contractor for adjustment under this clause must be submitted in writing within thirty (30) days from the date of receipt by the Contractor of the notification of change. It is distinctly understood and agreed by the parties that no claim for extra services provided or materials furnished by Contractor will be allowed by Gilbert except as provided herein nor shall Contractor provide any services or furnish any materials not covered by this Agreement unless Gilbert first approves in writing.

3.2 Emergency Response.

3.2.1 <u>Response</u>. Gilbert is an emergency response organization. Contractor services or supplies may be required in case of an emergency involving a sudden, immediate threat of

danger to the public health, welfare or property in Gilbert ("local emergency") or in the case where the Mayor of Gilbert, the mayor or governing body of another municipality in Maricopa County, the Maricopa County Board of Supervisors, the State, or the President of the U.S. has declared an emergency ("State of Emergency"). In the event of a local emergency or State of Emergency, Gilbert may require Contractor to provide services or supplies as rapidly as possible and to such locations as directed by Gilbert when necessary to protect the public health and welfare and/or property. Contractor shall not be required to respond to the extent response is not feasible due to Acts of God or other factors beyond its control.

3.2.2 <u>Emergency Contact</u>. Contractor shall provide the designated Gilbert Emergency Management Coordinator at (480) 503-6333 and the designated Gilbert representative with a contact point (name, cell phone number, e-mail and facsimile number) who can be reached on a 24 hour/7 days a week basis so that effective response can be initiated. Contractor's contact person(s) must be able to communicate with Gilbert within one (1) hour from the time the contact person is telephoned by Gilbert.

4. INSURANCE REPRESENTATIONS AND REQUIREMENTS

- 4.1 <u>General.</u> Contractor agrees to comply with all Gilbert ordinances and state and federal laws and regulations. Without limiting any obligations or liabilities of Contractor, Contractor shall purchase and maintain, at its own expense, hereinafter stipulated minimum insurance with insurance companies duly licensed by the State of Arizona (admitted insurer) with an AM Best, Inc. rating of A-7 or above or an equivalent qualified unlicensed insurer by the State of Arizona (non-admitted insurer) with policies and forms satisfactory to Gilbert. Failure to maintain insurance as specified may result in termination of this Agreement at Gilbert's option.
- 4.2 <u>No Representation of Coverage Adequacy.</u> By requiring insurance herein, Gilbert does not represent that coverage and limits will be adequate to protect Contractor. Gilbert reserves the right to review any and all of the insurance policies and/or endorsements cited in this Agreement but has no obligation to do so. Failure to demand such evidence of full compliance with the insurance requirements set forth in this Agreement or failure to identify any insurance deficiency shall not relieve Contractor from, nor be construed or deemed a waiver of, its obligation to maintain the required insurance at all times during the performance of this Agreement.
- 4.3 <u>Additional Insured.</u> All insurance coverage and self-insured retention or deductible portions, except Workers Compensation insurance and Professional Liability insurance if applicable, shall name, to the fullest extent permitted by law for claims arising out of the performance of this Agreement, Gilbert, its agents, representative, officers, directors, officials and employees as Additional Insured as specified under the respective coverage sections of this Agreement.
- 4.4 <u>Coverage Term.</u> All insurance required herein shall be maintained in full force and effect until all Services required to be performed under the terms of this Agreement is

satisfactorily performed, completed and formally accepted by Gilbert, unless specified otherwise in this Agreement.

- 4.5 <u>Primary Insurance.</u> Contractor's insurance shall be primary insurance as respects performance of subject contract and in the protection of Gilbert as an Additional Insured.
- 4.6 <u>Claims Made.</u> In the event any insurance policies required by this Agreement are written on a "claims made" basis, coverage shall extend, either by keeping coverage in force or purchasing an extended reporting option, for three (3) years past completion and acceptance of the Services evidenced by submission of annual Certificates of Insurance citing applicable coverage is in force and contains the provisions as required herein for the three year period.
- 4.7 <u>Waiver.</u> All policies, including Workers' Compensation Insurance, shall contain a waiver of rights of recovery (subrogation) against Gilbert, its agents, representative, officials, directors, officers, and employees for any claims arising out of the Services of Contractor. Contractor shall arrange to have such subrogation waivers incorporated into each policy via formal written endorsement thereto.
- 4.8 <u>Policy Deductibles and or Self Insured Retentions.</u> The policies set forth in these requirements may provide coverage, which contain deductibles or self insured retention amounts. Such deductibles or self insured retention shall not be applicable with respect to the policy limits provided to Gilbert. Contractor shall be solely responsible for any such deductible or self insured retention amount. Gilbert, at its option, may require Contractor to secure payment of such deductible or self insured retention by a surety bond or irrevocable and unconditional Letter of Credit.
- 4.9 <u>Use of Subcontractors.</u> If any Services under this Agreement are subcontracted in any way, Contractor shall execute written agreement with Subcontractor containing the same Indemnification Clause and Insurance Requirements set forth herein protecting Gilbert and Contractor. Contractor shall be responsible for executing the agreement with Subcontractor and obtaining Certificates of Insurance verifying the insurance requirements.
- Evidence of Insurance. Prior to commencing any Services under this Agreement, Contractor shall furnish Gilbert with Certificate(s) of Insurance, or formal endorsements as required by this Agreement, issued by Contractor's Insurer(s) as evidence that policies are placed with acceptable insurers as specified herein and provide the required coverage's, conditions, and limits of coverage specified in this Agreement and that such coverage and provisions are in full force and effect. Acceptance and reliance by Gilbert on a Certificate of Insurance shall not waive or alter in any way the insurance requirements or obligations of this Agreement. Such Certificate(s) shall identify the Agreement and be sent to Gilbert's Risk Manager. If any of the above cited policies expire during the life of this Agreement, it shall be Contractor's responsibility to forward renewal Certificates within ten (10) days after the renewal date containing all the aforementioned insurance provisions. Certificates shall specifically cite the following provisions:

- 4.10.1 Gilbert, its agents, representatives, officers, directors, officials and employees is an Additional Insured as follows:
 - a. Commercial General Liability-Under ISO Form CG 20 10 11 85 or equivalent.
 - b. Auto Liability-Under ISO Form CA 20 48 or equivalent.
 - c. Excess Liability-Follow Form to underlying insurance.
- 4.10. Contractor's insurance shall be primary insurance as respects performance of this Agreement.
- 4.10.3 All policies, including Workers' Compensation, waive rights of recovery (subrogation) against Gilbert, its agents, representatives, officers, directors, officials and employees for any claims arising out of Services performed by Contractor under this Agreement.
- 4.10.4 Certificate shall cite a thirty (30) day advance notice cancellation provision. If ACORD Certificate of Insurance form is used, the phrases in the cancellation provision "endeavor to" and "but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives" shall be deleted. Certificate forms other than ACORD form shall have similar restrictive language deleted.

4.11 <u>Required Coverage:</u>

4.11.1 Commercial General Liability: Contractor shall maintain "occurrence" from Commercial Liability Insurance with an unimpaired limit of not less than \$1,000,000 for each occurrence, \$2,000,000 Products and Completed Operations Annual Aggregate, and a \$2,000,000 General Aggregate Limit. The policy shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal injury and advertising injury. Coverage under the policy will be at least as broad as Insurance Services Office, Inc. policy form CG 00 010 93 or equivalent thereof, including but not limited to, separation of insured clause. To the fullest extent allowed by law, for claims arising out of the performance of this Agreement, Gilbert, its agents, representative, officers, directors, officials and employees shall be cited as an Additional Insured Endorsement form CG 20 10 11 85 or equivalent, which shall read "Who is an Insured (Section II) is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of "your work" for that insured by or for you". If any Excess insurance is utilized to fulfill the requirements of this paragraph, such Excess insurance shall be "follow form" equal or broader in coverage scope than underlying insurance.

4.11.2 Professional Liability: N/A

4.11.3 <u>Vehicle Liability:</u> Contractor shall maintain Business Automobile Liability Insurance with a limit of \$1,000,000 each occurrence on Contractor's owned, hired, and non-

owned vehicles assigned to or used in the performance of the Contractor's Services under this Agreement. Coverage will be at least as broad as Insurance Services Office, Inc., coverage code "1" any auto policy form CA 00 01 12 93 or equivalent thereof. To the fullest extent allowed by law, for claims arising out of performance of this Agreement, Gilbert, its agents, representative, officers, directors, officials and employees shall be cited as an Additional Insured under the Insurance Service Offices, Inc. Business Auto Policy Designated Insured Endorsement form CA 20 48 or equivalent. If any Excess insurance is utilized to fulfill the requirements of this paragraph, such Excess insurance shall be "follow form" equal or broader in coverage scope than underlying insurance.

4.11.4 <u>Workers' Compensation Insurance:</u> Contractor shall maintain Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of Contractor's employees engaged in the performance Services under this Agreement and shall also maintain Employer Liability Insurance of not less than \$500,000 for each accident, \$500,000 disease for each employee and \$1,000,000 disease policy limit.

5. INDEMNIFICATION

- 5.1 To the fullest extent permitted by law, the Contractor, its successors, assigns and guarantors, shall pay, defend, indemnify and hold harmless Gilbert, its agents, officers, officials and employees from and against all demands, claims, proceedings, suits, damages, losses and expenses (including but not limited to attorney fees, court costs, and the cost of appellate proceedings), and all claim adjustment and handling expenses, relating to, arising out of, or alleged to have resulted from acts, errors, mistakes, omissions, Services caused in whole or in part by the Contractor, its agents, employees or any tier of Contractor's subcontractors related to the Services in the performance of this Agreement. Contractor's duty to defend, hold harmless and indemnify Gilbert, its agents, officers, officials and employees shall arise in connection with any claim, damage, loss or expense that is attributable to bodily injury, sickness, disease, death, or injury to, impairment, or destruction of property including loss of use of resulting therefrom, caused in whole or in part by Contractor's acts, errors, mistakes, omissions, Services in the performance of this Agreement including any employee of the Contractor, any tier of Contractor's subcontractor or any other person for whose acts, errors, mistakes, omissions, Services the Contractor may be legally liable including Gilbert. Such indemnity does not extend to Gilbert's negligence.
- 5.2 Insurance provisions set forth in this Agreement are separate and independent from the indemnity provisions of this paragraph and shall not be construed in any way to limit the scope and magnitude of the indemnity provisions. The indemnity provisions of this paragraph shall not be construed in any way to limit the scope and magnitude and applicability of the insurance provisions.

6. TERMINATION OF THIS AGREEMENT

- Agreement in whole or in part with seven (7) days notice, either for Gilbert's convenience or because of the failure of the Contractor to fulfill his contract obligations. Upon receipt of such notice, the Contractor shall: (1) immediately discontinue all services affected (unless the notice directs otherwise), and (2) deliver to Gilbert copies of all data, drawings, reports, estimates, summaries, and such other information and materials as may have been accumulated by the Contractor in performing this Agreement, whether completed or in process. This Agreement may be terminated in whole or in part by the Contractor in the event of substantial failure by Gilbert to fulfill its obligations.
- 6.2 <u>Payment to Contractor Upon Termination</u>. If the Agreement is terminated, Gilbert shall pay the Contractor for the services rendered prior thereto in accordance with percent completion at the time work is suspended minus previous payments.

7. ASSURANCES

- 7.1 <u>Solicitations for Subcontractors, Including Procurements of Materials and Equipment</u>. In all solicitations either by competitive bidding or negotiation made by the Contractor for Services to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the Contractor of the Contractor's obligations under this Agreement and any Regulations relative to nondiscrimination on the grounds of race, color or national origin.
- 7.2 <u>Examination of Records</u>. The Contractor agrees that duly authorized representatives of Gilbert shall, until the expiration of three (3) years after final payment under this Agreement, have access to and the right to examine any directly pertinent books, documents, papers, and records of the Contractor involving transactions related to this Agreement.
- 7.3 Ownership of Document and Other Data. Original documents and other data prepared or obtained under the terms of this Agreement or any change order are and will remain the property of Gilbert unless otherwise agreed to by both parties. Gilbert may use such documents for other purposes without further compensation to the Contractor; however, any reuse without written verification or adaptation by Contractor for the specific purpose intended will be at Gilbert's sole risk and without liability or legal exposure to Contractor. Any verification or adaptation of the documents by Contractor for other purposes than contemplated herein will entitle Contractor to further compensation as agreed upon between the parties.
- 7.4 <u>Litigation</u>. Should litigation be necessary to enforce any term or provision of this Agreement, or to collect any damages claimed or portion of the amount payable under this Agreement, that all litigation and collection expenses, witness fees, court costs, and reasonable attorneys' fees incurred shall be paid to the prevailing party.
- 7.5 <u>Independent Contractor</u>. This Contract does not create an employee/employer relationship between the parties. It is the parties' intention that the Contractor will be an

independent contractor and not Gilbert's employee for all purposes, including, but not limited to, the application of the Fair Labor Standards Act, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the Internal Revenue Code, the Immigration and Naturalization Act, Arizona revenue and taxation laws, Arizona Workers' Compensation Law, and Arizona Unemployment Insurance Law. The Contractor agrees that it is a separate and independent enterprise from Gilbert, that it has a full opportunity to find other business, that it has made its own investment in its business, and that it will utilize a high level of skill necessary to perform the work. This Contract shall not be construed as creating any joint employment relationship between the Contractor and Gilbert, and Gilbert will not be liable for any obligation incurred by the Contractor, including but not limited to unpaid minimum wages and/or overtime premiums. [FOR SOLE PROPRIETORS ONLY: The Contractor shall execute the Sole Proprietor's Waiver of Workers' Compensation Benefits attached hereto and incorporated by reference.]

- 7.6 <u>Immigration Law Compliance Warranty.</u> As required by A.R.S. § 41-4401, Contractor hereby warrants its compliance with all federal immigration laws and regulations that relate to its employees and A.R.S. § 23-214(A). Contractor further warrants that after hiring an employee, Contractor verifies the employment eligibility of the employee through the E-Verify program. If Contractor uses any subcontractors in performance of the Contract, subcontractors shall warrant their compliance with all federal immigration laws and regulations that relate to its employees and A.R.S. § 23-214(A), and subcontractors shall further warrant that after hiring an employee, such subcontractor verifies the employment eligibility of the employee through the E-Verify program. A breach of this warranty shall be deemed a material breach of the Contract that is subject to penalties up to and including termination of the Contract. Contractor is subject to a penalty of \$100 per day for the first violation, \$500 per day for the second violation, and \$1,000 per day for the third violation. Gilbert at its option may terminate the Contract after the third violation. Contractor shall not be deemed in material breach of this Contract if the Contractor and/or subcontractors establish compliance with the employment verification provisions of Sections 274A and 274B of the federal Immigration and Nationality Act and the E-Verify requirements contained in A.R.S. § 23-214(A). Gilbert retains the legal right to inspect the papers of any Contractor or subcontractor employee who works on the Contract to ensure that the Contractor or subcontractor is complying with the warranty. Any inspection will be conducted after reasonable notice and at reasonable times. If state law is amended, the parties may modify this paragraph consistent with state law.
- 2.7 Equal Treatment of Workers. Contractor shall keep fully informed of all federal and state laws, county and local ordinances, regulations, codes and all orders and decrees of bodies or tribunals having any jurisdiction or authority, which in any way affect the conduct of the work. Contractor shall at all times observe and comply with all such laws, ordinances, regulations, codes, orders and decrees; this includes, but is not limited to laws and regulations ensuring equal treatment for all employees and against unfair employment practices, including the Occupational Safety and Health Administration ("OSHA") and the Fair Labor Standards Act ("FLSA"). Contractor shall protect and indemnify Gilbert and its representatives against any claim or liability arising from or based on the violation of such, whether by Contractor or its employees.

- 7.8 <u>Exclusive Use of Services Confidentiality</u>. The services agreed to be provided by Contractor within this Agreement are for the exclusive use of Gilbert and Contractor shall not engage in conflict of interest nor appropriate Gilbert work product or information for the benefit of any third parties without Gilbert's consent.
- 7.09 <u>Sole Agreement</u>. There are no understandings or agreements except as herein expressly stated.
- 7.10 <u>Notices</u>. Any notice to be given under this Agreement shall be in writing, shall be deemed to have been given when personally served or when mailed by certified or registered mail, addressed as follows:

GILBERT: CONTRACTOR:

Town Manager Town of Gilbert 50 East Civic Center Drive Gilbert, Arizona 85296

The address may be changed from time to time by either party by serving notices as provided above.

7.12 <u>Controlling Law.</u> This Agreement is to be governed by the laws of the State of Arizona.

8. SUSPENSION OF WORK

- 8.1 <u>Order to Suspend</u>. Gilbert may order the Contractor, in writing, to suspend all or any part of the Services for such period of time as he may determine to be appropriate for the convenience of Gilbert.
- 8.2 Adjustment to Contract Fee. If the performance of all or any part of the Services is, for any unreasonable period of time, suspended or delayed by an act of Gilbert in the administration of this Agreement, or by its failure to act within the time specified in this Agreement (or if no time is specified, within a reasonable time), an adjustment shall be made for any increase in cost of performance of this Agreement necessarily caused by such unreasonable suspension or modified in writing accordingly. However, no adjustment shall be made under this clause for any suspension or delay to the extent (1) that performance was suspended or delayed for any other cause, including the fault or negligence of the Contractor, or (2) for which an equitable adjustment is provided for or excluded under any other provision of this Agreement.

9. INTERESTS AND BENEFITS

- 9.1 <u>Interest of Contractor.</u> The Contractor covenants that he presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement. The Contractor further covenants that in the performance of this Agreement, no person having any such interest shall be employed.
- 9.2 <u>Interest of Gilbert's Members and Others.</u> No officer, member or employee of Gilbert and no member of its governing body, who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of the services to be performed under this Agreement, shall participate in any decision relating to this Agreement which affects his personal interest or have any personal or pecuniary interest, direct or indirect, in this Agreement or the process thereof.
- 9.3 <u>Notice Regarding A.R.S. § 38-511</u>. This Contract is subject to cancellation under Section 38-511, Arizona Revised Statutes..

10. ASSIGNABILITY

The Contractor shall not assign any interest in this Agreement, and shall not transfer any interest in the same without the prior written consent of Gilbert thereto.

IN WITNESS WHEREOF, Gilbert and the Contractor have executed this Agreement as of the date first written.

| TOWN OF GILBERT |
|----------------------|
| John W. Lewis, Mayor |
| |
| |
| |
| |
| |
| _ |
| CONTRACTOR |
| |
| e: |
| |

EXHIBIT A

SCOPE OF WORK

[UPON AWARD, ATTACH SCOPE AND CONTRACTOR'S BID]

| MICROSEAL 2014-2015 | SQ.YD. |
|--|---------|
| ROADWAYS | |
| Recker Rd: Guadalupe to Elliot | 35,277 |
| Recker Rd: Trail (south of 202) to Ray (include intersection at Ray) | 14,106 |
| Baseline Rd: Canal to Val Vista (intersection at Val Vista) | 37,578 |
| Baseline Rd: Val Vista to Greenfield | 39,355 |
| Gilbert Rd: Warner to Ray | 48,114 |
| Val Vista: Ray South to Canal | 32,479 |
| Baseline Rd: From Claiborne Ave. (eastbound 315' to new micro) | 1,330 |
| Baseline Rd: From Higley (westbound to Claiborne Ave) | 5,654 |
| Desert Ln: Recker to West End (Test Section) | 7,484 |
| TOTAL Square Yards | 221,377 |

| Microseal Unit | Price: | \$ | Per Square yard |
|----------------|-----------------------|------------|-----------------|
| Microseal Bid: | 221,377 SQ.YD. X \$(_ |) = | |
| | (Ur | nit Price) | |

Note: Unit Prices SHALL INCLUDE traffic control.

GILBERT, IN ITS DISCRETION MAY ORDER EXTRA WORK, ALTER OR DELETE ANY PORTION OF THE WORK. THE TOWN IN ANY RENEWAL CONTRACT WILL DESIGNATE THE NEW ROADS AND AREAS FOR THE WORK TO BE PERFORMED. THE ABOVE MEASUREMENTS ARE APPROXIMATE; FINAL PAYMENT WILL BE MADE FROM THE FIELD MEASUREMENTS AFTER COMPLETION OF LOCATION(S)

EXHIBIT B

CONTRACTOR'S KEY PERSONNEL AND SUBCONTRACTORS

| KEY PERSONNEL: | | |
|--|----------------------|---------------|
| | | |
| | | |
| | | |
| SUBCONTRACTORS: | | |
| In accordance with the provisions of Section 108.2 of the "Maricopa Association of Governments Uniform Standard Specifications for Public Works Construction", the bidder shall provide the information listed below regarding proposed subcontractors. Failure to provide complete and accurate information may disqualify the bid. | | |
| NAME AND ADDRESS: | % OF TOTAL CONTRACT: | TYPE OF WORK: |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |

EXHIBIT C

SCHEDULE OF SERVICES

N/A

EXHIBIT D

PAYMENT SCHEDULE

A. Compensation

1. The consideration of payment to Contractor, as provided herein shall be in full compensation for all of Contractor's work incurred in the performance hereof, including offices, travel, per diem or any other direct or indirect expenses incident to providing the services.

Description Amount

B. Method of Payment

Invoices shall be on a form and in the format provided by Gilbert and are to be submitted to Gilbert's authorized representative.

EXHIBIT E CHANGE ORDER

| | C | HANGE ORDER NO |
|------------------------------------|---|---|
| Distribution: | GILBERT CONTRACTOR OTHER | [] [] [] |
| OWNER: To CONTRACTO AGREEMEN | | DATE: |
| Signature of C | l signed by both Gilb Contractor indicates a | |
| | - | |
| Net change by | previously authorize | ed Change Orders |
| The compensa | ation prior to this Cha | ange Order was |
| The compensa | ation will be increase | d by this Change Order in the amount of |
| The new com | pensation under the A | Agreement including this Change Order will be |
| The Contract | Time will increase by | y |
| ACCEPTANO | CE STATUS: | |
| Contractor | | Town of Gilbert |
| Ву | | By |
| Date | | Date |

[CONTRACT BOND]

STATUTORY PERFORMANCE BOND PURSUANT TO TITLE 34, CHAPTER 2, ARTICLE 2, OF THE ARIZONA REVISED STATUTES (Penalty of this bond must be 50% of the CONTRACT amount)

KNOW ALL MEN BY THESE PRESENTS:

| That, | (hereinafter |
|--|--|
| "Principal"), andcorporation organized and existing under the laws of the State of | , a |
| corporation organized and existing under the laws of the State of | , duly |
| licensed in and holding a certificate of authority to transact surety business in the | State of |
| Arizona issued by the Director of the department of Insurance pursuant to Title 2 | 0, Chapter 2, |
| Article 1, (hereinafter "Surety"), as Surety are held and firmly bound unto Gilber | t, County of |
| Maricopa, State of Arizona in the amount of | Dollars |
| (\$), for the payment of which, the Principal and Surety bind the | mselves, and |
| their heirs, administrators, executors, successors and assigns, jointly and severall these presents. | y, firmly by |
| WHEREAS, the Principal has entered into a certain written CONTGilbert, entitled | TRACT with |
| NOW THEREFORE, THE CONDITION OF THIS OBLIGATIO that if the Principal faithfully performs and fulfills all of the undertakings, covena conditions and agreements of the CONTRACT during the original term of the CO any extension of the CONTRACT with or without notice to the Surety, and during guaranty required under the CONTRACT, and also performs and fulfills all of th covenants, terms, conditions and agreements of all duly authorized modifications CONTRACT that may hereinafter be made, notice of which modifications to the hereby waived, the above obligation is void. Otherwise it remains in full force and the principal state of the covenants of the covenants. | ants, terms, ONTRACT and ag the life of the e undertakings, of the Surety being |
| PROVIDED, HOWEVER, that this Bond is executed pursuant to of Title 34, Chapter 2, Article 2, Arizona Revised Statutes, and all liabilities on the determined in accordance with the provisions of Title 34, Chapter 2, Article 2, Revised Statutes, to the extent as if it were copied at length in this Agreement. | nis Bond shall |
| The prevailing party in a suit on this Bond shall recover as part of reasonable attorney fees that may be fixed by a judge of the court. | the judgment |

This Bond shall not be executed by an individual surety or sureties, even if the

requirements of A.R.S. Section 7-101 are satisfied.

| Witness our hands this | day of | , 20 | |
|------------------------|----------------------------|------|------|
| | PRINCIPAL | | SEAL |
| | Ву | | |
| | SURETY | | SEAL |
| | Ву | | |
| | Address of Surety: | | |
| | | | |
| | AGENT OF RECORD | | |
| | AGENT ADDRESS | | |
| | * attach Power of Attorney | I | |

[LABOR AND MATERIALS BOND]

STATUTORY PAYMENT BOND PURSUANT TO TITLE 34, CHAPTER 2, ARTICLE 2, OF THE ARIZONA REVISED STATUTES (Penalty of this bond must be 50% of the CONTRACT amount)

KNOW ALL MEN BY THESE PRESENTS:

| Witness our hands this | day of, | 20 |
|------------------------|----------------------------|--------|
| | PRINCIPAL | OF A I |
| | PRINCIPAL | SEAL |
| | Ву | |
| | SURETY | SEAL |
| | Ву | |
| | Address of Surety: | |
| | | |
| | A GENT OF BEGORD | |
| | AGENT OF RECORD | |
| | AGENT ADDRESS | |
| | * Attach Power of Attorney | |